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Lenczner Slaght Secures Complete Dismissal of $150+ Million Wheat Board Class Action in Manitoba

Our expert litigators have won summary judgment for G3 Canada Limited (“G3”), formerly the Canadian Wheat Board (“CWB”), in *Dennis v Canada (Attorney General) (No 3)*. On October 7, 2026, the Manitoba Court of King’s Bench (“MBKB”) dismissed the class action in its entirety.

Lawrence Thacker, Brendan Morrison, Jim Lepore, Madeleine Andrew-Gee, and Catherine Blair act as counsel to the former CWB in this class action and in related class actions.

Background

The MBKB’s decision resolves the last remaining lawsuit arising from the end of the CWB’s single-desk monopoly, nearly 15 years after Parliament passed the *Marketing Freedom for Grain Farmer’s Act*.

The class was made up of grain producers who sold through CWB pool marketing during the CWB’s last two years as a monopoly. In their class action lawsuit, they claimed to have been unlawfully deprived of more than $150 million in grain revenue they alleged was misappropriated by Canada and/or the former CWB, and claimed a further $10 million in punitive damages.

The Decision

The parties brought competing summary judgment motions. The Honourable Justice Martin of the MBKB granted summary judgment to G3, as successor to the CWB, and to the Attorney General of Canada, and dismissed the class’ claims in their entirety.

On the breach of contract claim against G3, the MBKB accepted that a Grain Receipt issued on delivery is an administrative document, not an enforceable contract. The MBKB found that the relationship between producers and the CWB was governed entirely by statute, with no bargaining, offer, or acceptance.

The decision confirms that contract law will not be used to recast a purely statutory relationship as a contractual one to allow a claim for breach of statute that the law does not recognize.